

Contract no. 720

AGREEMENT



between
BOARD OF EDUCATION
of
HOWELL TOWNSHIP, N.J.

and

**TRANSPORT WORKERS UNION
OF AMERICA, AFL-CIO
LOCAL 225, BRANCH 4**

**July 1, 1988
to June 30, 1991**

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THIS AGREEMENT entered into this 1st day of July 1968 by and between the BOARD OF EDUCATION OF HOWELL TOWNSHIP, New Jersey, hereinafter called the "BOARD" and the TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO and its LOCAL 225, Branch 4, hereinafter called the "UNION"

ARTICLE 1 RECOGNITION

The Howell Board of Education hereby recognizes the Transport Workers Union of America, AFL-CIO and its Local 225, Branch 4, as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for the unit including all employees of the Howell Board of Education employed in the Transportation, Maintenance, Custodial, Security and Food Service Departments, exclusive of supervisors and clerical employees in said departments.

ARTICLE 2 NEGOTIATIONS PROCEDURE

A. The Board and the Union agree to enter into collective negotiations in accordance with Chapter 303, Public Laws of 1968 as amended.

B. The Union shall present its entire written proposal to the Board, and not later than thirty (30) days after this presentation, the Board shall present its entire written proposals to the Union.

ARTICLE 3 GRIEVANCE PROCEDURE

A. A grievance shall mean a complaint by a member of the bargaining unit that there has been as to him a misinterpretation or misapplication of the terms of this agreement.

B. Level One: Within ten (10) school days after the grievant knew or should have known of the events or conditions on which the grievance is based, a grievance shall be submitted in writing to the immediate supervisor by the grievant through a Union Committee Representative. Within ten (10) school days thereafter a written reply shall be given by the supervisor to the grievant with a copy to the Union Committee Representative.

Level Two: Within ten (10) school days from receipt of the supervisor's reply, the Union may submit the grievance to the Assistant Superintendent of Schools for Business and/or his representative, who shall meet with the Union Section Representative and the Union Section Recording-Secretary within ten (10) school days after receipt of the grievance to discuss the matter. The Assistant Superintendent of Schools for Business shall send his decision in writing to the Union within ten (10) school days after the grievance meeting.

Level Three: Within ten (10) school days after receipt of the decision, if the grievance is still unresolved, the matter may then be submitted by the Union to the Board for its review. The Board, or a representative thereof, shall meet with a Union Committee composed of one or more local officers of the Union, the Section Representative and the Section Recording-Secretary. This meeting shall take place within ten (10) days from the date of submission of the grievance to the Board. The Board shall give its reply within ten (10) school days after the meeting.

C. 1. Within ten (10) school days after receipt of the Board reply, any grievance processed under this article through the above levels, which cannot be resolved satisfactorily after going through the foregoing procedures, may be submitted by either the Union or the Board in writing to the American Arbitration Association.

2. The arbitrator so selected shall confer with the representatives of the Board and the Union, and hold

hearings promptly and shall issue his decision not later than thirty (30) days from the date of the submission of briefs, or if oral hearings have been waived, then, from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement or limits or interferes in any way with the powers, duties and responsibilities of the Board under applicable law and rules and regulations having the force and effect of law. The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay, or interfere with the right of the Board to take the action complained of. The decision of the arbitrator shall be submitted to the Board and the Union. Said decision shall be binding on the parties.

3. The Union shall have the right to proceed through the steps of the existing grievance procedure any dispute involving disciplinary action taken by the Board against an employee of the bargaining unit, and if during any steps of the grievance procedure, it is agreed that an employee has been unjustly suspended or discharged, such employee shall be reinstated with full seniority rights and benefits, and shall be compensated for his or her wage losses resulting from such suspension or discharge unless the parties agree otherwise.

4. If an employee is brought up on charges, no suspension or discharge will be put into effect without a formal hearing by the Assistant Superintendent of Schools for Business and/or his representative meeting with the Union Section Representative and the Section Recording-Secretary. This provision does not apply to situations requiring immediate action because of the nature of the offense.

C. The costs of the services of the arbitrator, including the per diem expenses, if any, and the actual necessary travel and subsistence expenses shall be borne equally by the Union and the Board. Any other expenses incurred shall be borne by the party or parties incurring same.

D. Employees elected to positions on the Union Grievance Committee shall be given time off without loss of pay when required to attend grievance hearings during their regular working hours.

E. LEVELS OF THE GRIEVANCE PROCEDURE: When school is closed during the months of July and August, business days shall be used between Levels of the Grievance Procedure instead of school days.

ARTICLE 4 VACATIONS — 12 MONTH EMPLOYEES

A. Vacation leave shall be scheduled in consonance with the work schedule of the Department and shall be subject to the approval of the employees' supervisor. Choice of vacation period shall be by employees in seniority order. Prior to May 30th of each year the supervisor of Buildings and Grounds shall post a schedule showing all school days during which vacations may be taken.

B. Vacation leave shall be earned according to employment service at the following rates and under the following terms and conditions:

1. For the purpose of this paragraph "a year" shall be defined as the twelve (12) month period from anniversary date to anniversary date.
2. For any employee employed less than ten (10) weeks prior to July 1st there shall be no vacation.
3. For any employee more than twelve (12) weeks prior to July 1st there shall be one (1) vacation day for each twelve (12) weeks of service.

4. Completion of one (1) year of service through completion of four (4) years of service, one (1) day a month or a total of twelve (12) days a year.

5. Completion of five (5) years of service through completion of nine (9) years of service, one and one-half (1-1/2) days a month or a total of fifteen (15) days per year

6. Completion of ten (10) years of service through completion of fourteen (14) years of service, one and two thirds (1-2/3) days a month or a total of twenty (20) days per year.

7. One (1) additional vacation day shall be granted for each full year of service after completion of fifteen (15) years to a maximum of twenty-five (25) days a year total.

C. Vacation leave may not be taken in advance of being earned. Vacation leave must be taken within one (1) year of the year in which it was earned.

D. Vacation leave may not be taken in the year of accrual, but rather must be taken during the following year.

E. All employees are expected to take their vacations between July 1st and August 30th.

F. Employees shall be allowed to take vacations during school year, so long as the vacation scheduled is in consonance with the work schedule of the department, and shall be subject to the following:

1. Vacation to be taken during the school year shall be requested in writing no later than May 30th of the school year preceding the year in which the leave is to be taken.
2. Each employee will be notified within fifteen (15) days of the acceptance or rejection of their proposed vacation schedule. Each employee shall have fifteen (15) days of the acceptance or rejection of their proposed vacation schedule. Each employee shall have fifteen (15) days the-

reatter to submit a new vacation schedule where the initial schedule has been rejected

3. The Board guarantees that vacation time during the school year shall be available on the basis of one (1) man per week for the period of October through March, except for that day or days which the Supervisor of Buildings and Grounds has determined that no vacations may be taken. Any additional vacation scheduling, in addition to the one (1) man per week rule, shall be at the sole discretion of the Supervisor of Buildings and Grounds. Any additional vacation scheduled to be on seniority basis.
4. Employees may apply for vacation before the vacation is earned, however, no vacation may be taken, even though scheduled and accepted, until the vacation has been earned.

ARTICLE 5 HOLIDAYS

- A. The Board agrees to guarantee to all twelve (12) month employees within the bargaining unit fourteen (14) paid holidays per year. The holidays for each year will be indicated on the school calendar.
- B. Any employee required to work on such holiday will receive a rate of pay equivalent to one and one-half (1-1/2) times his regular rate of pay for all time spent at work in addition to any holiday pay.

ARTICLE 5 HOURS OF WORK AND OVERTIME

- A. Time and one-half the regular straight time base rate of pay shall be paid for all authorized hours worked over eight (8) hours per day or forty (40) hours per week. There shall be no pyramiding or duplication of pay for overtime or other premium pay, and to the extent hours are credited towards one premium, they

shall not be credited towards another. Payroll shall be calculated on the number of days worked.

- B. The normal work day and work week for permanent fulltime employees shall be:

- 1. FOOD SERVICE PERSONNEL:**

Three (3) to six (6) hours per day, Monday through Friday, with two (2) consecutive days off each week, and fifteen (15) to thirty (30) hours per week.

- 2. BUS DRIVERS AND BUS AIDES:**

Four (4) to eight (8) hours per day, Monday through Friday, with two (2) consecutive days off each week, and twenty (20) to forty (40) hours per week.

- 3. CUSTODIANS AND MAINTENANCE:**

Eight (8) hours per day with a one-half (1/2) hour lunch period within the eight (8) hours, Monday through Friday, with two (2) consecutive days off and forty (40) hours per week. Starting time for Custodians and Maintenance men to report to work and lunch period scheduling and assignments shall be made at the sole discretion of the Supervisor of Buildings and Grounds.

- C. Night shift employee working an eight (8) hour work shift shall receive a one-half (1/2) hour paid lunch period within their overall eight (8) hour shift.

- D. All custodians and maintenance personnel are to remain in the building during their respective lunch periods.

- E. Any employee required to work on a Saturday will be paid at the rate of time and one half (1-1/2) their base hourly rate, and be guaranteed a minimum of four (4) hours of work.

- F. Any employee required to work on Sunday will be paid at the rate of two (2) times their base hourly rate.

- G. During an emergency that requires a building eva-

cuation, a custodian shall not be required to assist in any inspection of the vacated building being made by qualified police and fire personnel.

H. Full time employees who report for work when school is closed on snow days shall be paid at the rates of time and one half (1-1/2) their base hourly rate so long as the employee puts in at least five (5) hours of work on the snow day. If the employee works less than five (5) hours, the employee shall be paid at his or her hourly rate.

I. Custodians shall not be required to chaperone extra-curricular activities.

J. CUSTODIANS

1. On all non-school days, night shift employees shall report for the 7:00 a.m. day shift.
2. All workshifts and hours shall be designated at the beginning of the school year.
3. Painting work shall be assigned to the Custodians/Maintenance between June 1st and October 1st each calendar year.
4. Employees will not be required to work alone in a hazardous area.
5. **Overtime Work:** Overtime work shall rotate among Custodians within each building. If all custodians refuse overtime work in a building, in such case the overtime work shall be offered to Custodians in seniority order off the general roster.
6. **Custodians:** Head Custodians and Maintenance employees who have a black seal boiler license shall receive an additional annual stipend of two hundred dollars (\$200.00). Such employees receiving the annual stipend will be required to display their boiler/fireman license at the appropriate location in the school.
7. Commencing the date of the herein Contract, all newly hired custodians shall be required to

obtain a black seal license. Custodians will enroll in black seal licence school prior to their 1st year anniversary date. If, after course completion, a license has not been earned, the employee may be terminated by the Supervisor.*

* The determination of when an employee goes to school and takes tests will be made by the Supervisor of Buildings and Grounds.

ARTICLE 7 LEAVE OF ABSENCE

A. Twelve (12) month employees shall be allowed, without deduction from salary, twelve (12) days sick leave per year for personal illness or injury. Ten (10) month employees shall be allowed, without deduction from salary, eleven (11) days sick leave per year for personal illness or injury. All unused sick leave days are cumulative. The Board shall post a list once each year (on or before October 1st) listing all employees by name and the number of unused sick days credited to each employee.

1. **Unused Sick Leave:** Employees retiring will receive forty (\$40.00) dollars per day for up to a maximum of one-hundred (100) days for unused sick leave. The employee must have at least fifteen (15) years of service in the district to qualify.

B. In case of sick leave claimed, the Assistant Superintendent of Schools for Business may require a physician's certificate to be filed with the Board's Secretary in order to obtain sick leave payment.

C. The Board may grant, upon written request by the employee, an extended leave of absence due to sickness without pay for the period of time which the employee is under active medical treatment. For those employees who have served in the District for less than ten (10) years, the length of the absence due to sick-

ness without pay may not extend beyond one (1) year. For those employees who have served in the District for ten (10) years or more, the extended leave of absence due to sickness without pay may extend up to eighteen (18) months.

D. Employees who have served in the District less than ten (10) years shall be eligible to receive paid-in-full health care benefits for a maximum of one (1) full year while on Board approved extended sick leave and shall have the option of extending those benefits for an additional six (6) months at the employee's own cost. Employees who have served in the District for ten (10) years or more shall be eligible to receive paid-in-full health care benefits for a maximum of eighteen (18) months while on Board approved extended sick leave and shall have the option of extending those benefits for an additional six (6) months at the employee's sole cost.

E. Three (3) days of absence for urgent personal need or urgent personal business need shall be allowed with full pay each year. Except in cases of emergency, application to the immediate superior for personal leave shall be made at least three (3) days, seventy-two (72) hours, before such leave. The applicant shall be required to state a reason for requesting such leave for one of the three (3) days allowed for urgent personal need or urgent personal business need.

F. The Assistant Superintendent of Schools for Business will authorize up to five (5) days leave, per occurrence, with pay due to a death in the immediate family. The following are considered members of the immediate family: Husband, wife, children, and any other members of the same house; father and mother; sisters and brothers; grandparents; father-in-law and mother-in-law; sister-in-law and brother-in-law; son-in-law and daughter-in-law; grandchild.

f. The Assistant Superintendent of Schools for Business will authorize one (1) day leave per year with pay due to the death of an immediate friend or distant relative.

G. Employees shall be granted unpaid leave to serve as an elected Local or International Officer of the Transport Workers Union of America, A.F.L. - C.I.O. Such leave will coincide with the applicable term or duty of the office held. The school district shall continue to pay the employee's wages and benefits and shall be reimbursed for same by the Union. During such leave the employee will continue to accrue seniority.

ARTICLE 8 SENIORITY

A. Seniority shall be defined as length of continuous service as a permanent full-time employee with the Howell Township District.

B. For the purpose of determining increment steps on the salary guide, all employees hired on or before February 1st shall receive a step increment the following school year.

C. Custodians and Food Service Personnel will be assigned and scheduled to a school or location by their Supervisors as needed, with the approval of the Assistant Superintendent of Schools for Business and the Supervisor. Employee shall have the right to notify the Supervisor of their shift selection. The Supervisor may or may not honor the request.

D. All vacated or newly created custodial positions shall be posted within three (3) days (excluding Saturday, Sunday or holidays) and remain posted for seven (7) days (excluding Saturday, Sunday or holidays). The senior qualified employee who bids for the open position shall be awarded the position with a sixty (60) day trial period. Maintenance, Head Custodian, Night Head Custodian, Day Custodian, Cafeteria Manager. After the sixty (60) day trial the Assistant Superintendent of Schools for Business shall determine whether the Board shall retain said employee in the new position on a permanent basis. All other positions not listed above will be advertised in accordance with the Supervisor and Assistant Superintendent of Schools for Business making the selection.

E. All vacated or newly created maintenance positions shall be posted within three (3) days (excluding Saturday, Sunday or holidays) and remain posted for seven (7) days (excluding Saturday, Sunday or holidays). The most qualified person who bids for the open position shall be awarded the position with a sixty (60) day trial period. If, after the sixty (60) day trial period, said person has proven to the Assistant Superintendent of Schools for Business to be qualified to hold the new position, the Board shall retain said person in the new position on a permanent basis. Where two (2) or more employees have equal qualifications, the most senior shall be awarded the trial period. If no qualified employees apply, the Board can then fill the position from applicants outside the District. The phrase "qualified person" or "qualified employee" shall, for the purposes of the within provision, be defined as the person or employee who has met the requirements for the specific position or task.

F. In case of layoffs, the least senior employees in the classification affected will be laid off first.

G. Any vacancy created by a transfer will be filled by recall of the senior qualified laid-off employee.

H. Where employees are laid-off and an opening occurs for re-employment, they shall be called back within classification in the order of seniority.

I. The Board shall keep an up-to-date seniority roster posted on each department bulletin board listing all employees in the bargaining unit together with their job classification and date of hire; a copy of such roster shall also be submitted to the Union.

J. Temporary vacancies caused by vacations, personal days, etc., shall be filled with a substitute who is the most senior custodian in the building in which the vacancy occurs when possible. If no custodians in the building are available to fill the vacancy, then the vacancy shall be filled by choosing a substitute by inverse seniority on a district wide basis.

K. All vacated or newly created transportation and/or food services positions shall be posted within three (3) days (excluding Saturday, Sunday or holidays) and shall remain posted for seven (7) days (excluding Saturday, Sunday or holidays).

ARTICLE 9 TRANSPORTATION

A. All buses operated by the Board while in service transporting students shall be driven by a driver on the Howell Township School District Transportation bus driver roster, except in case of emergency or special circumstances such as no regular driver being available.

B. On or before August 25th, of each year, the Transportation Supervisor will make available to the Bus Drivers a list of all runs and bus assignments, and all runs and/or assignments shall be picked by Bus Drivers in seniority order.

C. Annual pick of Bus Drivers runs: Union Vice-Chairman of Transportation will assist the Transportation Supervisor in the drivers' picking of runs. If a driver does not make him or herself available at the time the runs are picked and leaves no choice, a pick will be made for him by the Union Vice-Chairman of Transportation.

- D.** 1. All field trips and vocational trips shall be posted on Wednesday of the week preceding the trip.
2. Drivers will pick trips on a seniority-rotation basis.
3. All drivers shall report for the trip-pick between the hours of 9:00 and 9:30 a.m. on the Thursday morning of the week preceding the trips. The drivers shall report at the time to the Transportation office. Any driver who fails to report at that time and place shall be excluded from the trip-pick.

4. In the event a driver is working on the Thursday of the trip-pick, the driver will be contacted by the Transportation Office by telephone. In the event the driver cannot be reached, the driver shall be excluded from the trip-pick.
5. Any driver that will be on a trip or on Union business at the time that the trip-pick is being held shall leave their choice in the Transportation Office by 3:30 p.m. of the day preceding the trip-pick.
6. In the event a driver is sick the day of the trip so picked by the driver, the trip will be reassigned by the Transportation Supervisor, if possible, to a substitute.
7. If a school is closed for any reason on the Thursday of a trip-pick, all trips will be picked on the Wednesday preceding from 9:00 to 9:30 a.m.
8. If a trip is postponed, the trip, when rescheduled, will be given to the driver who initially picked the trip.
9. If a trip is cancelled the day of the assignment, the bus driver shall receive two (2) hours pay for the cancelled assignment. If notice of the cancellation is given to the bus driver before the day of the assignment, then there shall be no reimbursement to the driver.
10. All emergency trips will be offered to bus drivers in accordance with Paragraph F of this Article.
11. The driver seniority roster shall be determined as of September 1st of the current contract year.
12. The Supervisor and Union will experiment with a back-up bid system to see if this procedure can be implemented.

E. Union Committeemen in the Transportation Department will not lose their turn on any field trip if by-passed because of requirement of duties to perform official Union Business.

F. Extra trips and/or emergency field trips will be offered to Bus Drivers on a strict seniority basis.

G. Bus Drivers will be required to swap their buses but are not required to do any mechanical repair or maintenance work in connection with said buses, as indicated by the Transportation Supervisor.

H. Bus drivers shall receive within their normal work day fifteen (15) minutes for the purpose of sweeping their buses. The Board retains the right at any time to hire additional personnel to perform said task. In the event the Board shall hire personnel to clean and maintain the buses, then the bus drivers shall no longer receive said fifteen (15) minutes cleaning period.

I. All drivers must possess a valid New Jersey State Special Bus Driver and School Bus Driver License.

J. All drivers will operate and maintain their assigned vehicles in a manner which reflects the highest standards of this school district, and the Board Administrator will have the vehicles serviced and maintained in the highest safety standards.

K. Any vehicle which is turned in by a driver which has a safety defect will be put out of service and will not be returned to service until the defect is corrected.

L. Bus Drivers shall receive all necessary supplies for the fulfillment of their required duties.

M. A bus run that has been materially changed (an (\$10.00) dollars or more per week in wages after the general pick of bus runs, the bus driver affected by the material change may bump off the run, and such run shall again be posted for pick from the top senior bus driver down.

N. Assignment of New Buses: New buses shall be

assigned starting with the top senior driver on the roster down in seniority order.

Then second year thereafter the new busses shall be assigned starting from the senior driver who had not been assigned a new bus down in seniority order, etc., until the last driver on the seniority roster has been assigned a new bus.

After the entire driver's seniority roster has been exhausted for the purposes of assignment of new busses, then the assignment of new busses shall again revert back starting with the top senior driver down in seniority order, etc.

New drivers will not be eligible to be placed on the roster for new bus assignment until completion of two contract increment steps.

The assignment for new vans and/or station wagons shall be the same policy as for the assignment of new buses.

Q. The Board shall establish a safety awards program for drivers with outstanding records.

P. Bus Drivers shall be given the right of first refusal on all extra work before outside contractors are utilized.

ARTICLE 10 HEALTH INSURANCE PROTECTION

Employees shall receive the following health insurance plans:

Blue Cross/Blue Shield 1420 Plan as in existence
July 1984
Major Medical Rider J
Dental Plan with Adult Orthodontics
Prescription Plan

The aforementioned insurance coverage shall become effective for new employees after six (6) months in accordance with the terms of the respective policies. The Assistant Superintendent of Schools for Business shall make payment of insurance premiums for new employees commencing in the 1st of the month after

the six (6) month anniversary date. New employees may subscribe to health benefits during the first six (6) months at their own cost.

The Assistant Superintendent of Schools for Business shall make available to the Union, no later than September 1st of each year, a sufficient number of brochures printed by the health insurance carriers and the major medical insurance carrier which explain the health care insurance coverage provided in this Article.

Beginning in 1986-1987, the Board will provide a voluntary incentive plan designed to reduce unnecessary duplication of coverage. The details of the plan are set forth in a bulletin which will be made available to each employee.

A. At the employee's option, the employee may receive payment in lieu of health insurance coverage under the conditions of and in accordance with the terms of the agreed incentive plan, in the amount of twenty-five percent (25%) of the premium cost of the waived insurance.

ARTICLE 11 MANAGEMENT RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations:

- a.** To direct employees of the school district;
- b.** To hire, promote, transfer, assign, and retain employees in positions in the school district and to suspend, demote, discharge or take other disciplinary action against employees with just cause;
- c.** To relieve employees from duty because of lack of work or for other legitimate reasons;
- d.** To maintain efficiency of the school district operations entrusted to them;

- e. To determine the methods, means, and personnel by which such operations are to be conducted;
- f. To establish reasonable work rules; and
- g. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE 12 **NO STRIKE - NO LOCK OUT**

There shall be no strike, picketing, slow down, job action or other concerted refusal to render full and complete service. Violation of this clause shall be considered grounds for dismissal and appropriate legal action by the Assistant Superintendent of Schools for Business. There shall be no lock-out by the School Board.

ARTICLE 13 **CLOTHING ALLOWANCE**

All custodians and maintenance personnel shall be provided without cost, immediately upon expiration of their probation period, three (3) uniforms per year. In the event there is a change in the style, color or material of the uniforms, the initial issue to all employees shall be three (3) complete sets of uniforms. Every year thereafter the issue of uniforms to each employee, except maintenance employees, will be two (2) complete sets. The annual issue of uniforms to maintenance employees will be three (3) complete sets. Custodians, Maintenance, Groundsmen, Mechanics, Bus Drivers, and Food Service Drivers shall be provided one (1) jacket. The Board will provide a uniform service for transportation mechanics.

Cafeteria employees will be provided with one (1) pair of white shoes and hair nets. Food Service employees shall receive three (3) uniforms. Mechanics will be provided with a heavier jacket or insulated coveralls.

Mechanics, Maintenance and Grounds Employees, Custodians, and Cafeteria Employees will be given a \$40.00 shoe allowance beginning 1987-1988. Cafeteria employees will be provided with one (1) additional apron per year beginning 1986-1987.

Employees shall receive their clothing issue no later than October 1st of each year. Employees shall be required to wear full uniforms at all times while on duty.

Uniforms shall be defined with regard to custodians and maintenance personnel, as a matching shirt and a pair of pants. With regard to food service personnel, uniforms shall be defined as a dress or pant-suit type outfit.

Each school shall have available three complete sets of foul weather clothing.

ARTICLE 14 **BULLETIN BOARDS AND MEETINGS**

A. The Board will provide reasonable accessible bulletin boards for the posting of Union notices. Prior to posting, a copy of the notice shall be furnished to the Assistant Superintendent of Schools for Business. Notices shall not be inappropriate.

B. Meeting Facilities: Representatives of the Union shall be permitted to transact official Union business on school property at such times and places to be determined in accordance with prevailing school policy, procedure and regulations. It is understood that all meetings of the Union shall be held so as not to interfere or interrupt normal school operations. The request for scheduling all meetings shall be made through the appropriate school scheduling office.

ARTICLE 15 **INCLEMENT WEATHER**

When schools are closed because of inclement weather, food service personnel and bus drivers shall

not be expected to report to work. If because of special circumstances, they are required to report, equivalent time off shall be granted.

ARTICLE 16 TEMPORARY VACANCIES

Any employee working in a higher classification on a temporary basis five (5) working days or more shall receive the higher rate of pay beginning the sixth (6th) working day from day one (1) of the higher assignment.

ARTICLE 17 SALARIES

The salary schedule for the years 1988-1989, 1989-1990 and 1990-1991 are as follows: See Attached for Schedule "A".

Employees who have served in the District for twelve (12) years shall be entitled to receive a longevity increment of \$200.00.

ARTICLE 18 UNION DUES DEDUCTIONS

A. The Board shall deduct from the wages of employees the first pay day of each end every calendar month and remit to the Secretary-Treasurer of the Union regular membership dues, assessments or fines, for those employees who sign authorization cards permitting such payroll deductions.

B. The Union will indemnify and save harmless the Board from any and all claims and disputes that may arise out of or by reason of action taken by the Board in reliance on the authorization of deducted monies in behalf of the Union.

ARTICLE 19 AGENCY FEE

A. If an employee does not become a member of the Union during any membership year (i.e. from Sep-

ember 1st to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

B. Prior to the beginning of each membership year, the Union will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

C. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Board a list of those employees who have not become members of the Union for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with Section D below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

D. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

1. Ten (10) days after receipt of the aforesaid list by Employer; or
2. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a nonbargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid (10) days after the

resumption of the employee's employment in a bargaining unit position, whichever is later.

E. Except as otherwise provided in this Article, the mechanics for the deductions of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

F. The Union will notify the Board, in writing, of any changes in the list provided for in Paragraph A above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Employer received said notice.

G. The Union agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided the Board gives the Union timely notice, in writing of any claim, demand, suit or other form of liability arising out of the implementation of this Article. This indemnification shall include all legal costs.

ARTICLE 20 DURATION OF AGREEMENT

This Agreement shall be binding and effective as of the First day of July 1988, and continue in full force and effect until midnight June 30, 1991.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective secretaries and their corporate seals to be placed hereon on the 1st day of July 1988.

HOWELL TOWNSHIP BOARD OF EDUCATION


By: WILLIAM J. ERNSBERGER
Board President

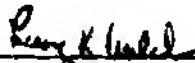

By: HERBERT C. MASSA
Assistant Superintendent/Board Secretary

**TRANSPORT WORKERS UNION OF AMERICA,
AFL-CIO**


By: MICHAEL T. O'BRIEN
International Representative

**TRANSPORT WORKERS UNION OF AMERICA,
LOCAL 228, BRANCH 4**


By: WILLIAM J. ERNSBERGER
President


By: LEROY WALSH
Chairman

SCHEDULE A
CUSTODIAN

	1988-89	1989-90	1990-91
Step	Guide	Guide	Guide
1	14,100	15,100	16,400
2	14,500	15,600	16,800
3	15,140	16,050	17,200
4	15,690	16,740	17,650
5	16,100	17,340	18,390
6	16,525	17,775	18,990
7	16,915	18,200	19,425
8	17,785	18,815	19,900
9	18,435	19,535	20,340
9A	16,955	18,435	19,535
	(7/1/88- 1/31/89)	(7/1/89- 1/31/90)	(7/1/90- 1/31/91)
10	23,305	25,255	27,155

GROUNDSPERSON

	1988-89	1989-90	1990-91
Step	Guide	Guide	Guide
1	14,800	15,500	16,500
2	15,500	16,300	17,200
3	16,410	17,050	17,700
4	16,770	17,740	18,650
5	17,320	18,420	19,390
6	17,920	18,995	20,070
7	18,475	19,595	20,645
8	18,975	20,175	21,295
9	19,540	20,725	21,900
9A	17,950	19,540	20,725
	(7/1/88- 1/31/89)	(7/1/89- 1/31/90)	(7/1/90- 1/31/91)
10	23,920	25,870	27,770

MAINTENANCE

	1988-89	1989-90	1990-91
Step	Guide	Guide	Guide
1	20,240	20,790	21,540
2	21,340	22,170	23,150
3	22,440	23,550	24,760
4	23,540	24,930	26,370
5	24,640	26,310	27,980
8	25,740	27,690	29,590

HEAD CUSTODIAN

	1988-89	1989-90	1990-91
Step	Guide	Guide	Guide
1	14,500	15,500	16,800
2	15,000	16,000	17,200
3	15,640	16,550	17,700
4	16,190	17,240	18,150
5	16,855	17,840	18,890
6	17,605	18,530	19,490
7	18,340	19,280	20,180
8	18,960	20,040	20,980
9	19,640	20,710	21,940
9A	18,220	19,540	20,710
	(7/1/88- 1/31/89)	(7/1/89- 1/31/90)	(7/1/90- 1/31/91)
10	24,535	26,485	28,385

MECHANICS

	1988-89	1989-90	1990-91
Step	Guide	Guide	Guide
1	18,000	19,000	20,000
2	18,700	19,800	21,000
3	19,240	20,300	21,500
4	19,740	20,890	22,000
5	20,340	21,415	22,590
5A	19,240	20,340	21,415
	(7/1/88- 1/31/89)	(7/1/89- 1/31/90)	(7/1/90- 1/31/91)
6	25,190	27,140	29,040

BUS DRIVERS		
Step	1988-89	1989-90
	Guide	Guide
1	\$ 8.00	\$ 8.50
2	8.25	8.75
3	8.50	9.00
4	9.00	9.40
5	9.50	10.35
6	12.40	13.50

BUS AIDES

Step	1988-89	1989-90	1990-91
	Guide	Guide	Guide
1	\$ 5.20	\$ 5.45	\$ 5.65
2	5.59	5.75	6.00
3	5.71	6.09	6.25
4	6.01	6.35	6.64
5	6.63	6.80	7.00
6	6.90	7.23	7.30
7	7.20	7.40	7.68
7A	7.10	7.20	7.40
	(7/1/88- 1/31/89)	(7/1/89- 1/31/90)	(7/1/90- 1/31/91)
8	10.05	10.45	11.94

CAFETERIA MANAGERS

Step	1988-89	1989-90	1990-91
	Guide	Guide	Guide
1	\$ 5.70	\$ 5.90	\$
2	6.00	6.21	6.43
3	6.32	6.54	6.77
4	6.45	6.89	7.13
5	6.73	7.04	7.51
6	7.02	7.34	7.67
7	7.46	7.65	8.00
7A	7.04	7.46	7.65
	(7/1/88- 1/31/89)	(7/1/89- 1/31/90)	(7/1/90- 1/31/91)
8	10.40	11.34	12.36

CAFETERIA WORKERS

Step	1988-89	1989-90	1990-91
	Guide	Guide	Guide
1	\$ 4.10	\$ 4.25	\$ 4.40
2	4.36	4.48	4.63
3	4.55	4.75	4.85
4	4.75	4.96	5.18
5	4.88	5.18	5.41
6	5.12	5.32	5.65
7	5.37	5.58	5.87
7A	5.18	5.37	5.58
	(7/1/88- 1/31/89)	(7/1/89- 1/31/90)	(7/1/90- 1/31/91)
8	7.27	7.92	8.63

INCENTIVE PLAN

- 1. Which employees are eligible for this incentive?**
Employees who are eligible to receive Blue Cross, Blue Shield, Major Medical and Rider J for family coverage, or employees who are eligible for husband/wife coverage.
- 2. Is the Incentive Plan voluntary?**
Yes. No employee must participate if she or he chooses not to do so.
- 3. What is the purpose of the Plan?**
The purpose of the plan is to encourage eligible employees to waive unnecessary duplicate family coverage. It is the Board's belief that a significant amount of money is spent on such duplicate coverage. It is also true that the benefit individual employees gain from duplicate coverage is, in almost all cases, far less in dollar terms than what it costs to provide such potential benefit.
- 4. What is the "Incentive" portion of the Plan?**
Employees who are eligible for family or husband/wife Blue Cross/Blue Shield and

prescription insurance and who waive such coverage for a full year shall receive 25% of the premium cost of the waived insurance.

5. **An employee has no other family Blue Cross/Blue Shield coverage, or another company's health coverage. Should he/she take part in this Plan?**
No. Such a waiver will not be allowed.

6. **If a spouse has family Blue Cross/Blue Shield coverage, or another company's health coverage, should the employee participate in the Plan?**
That is an individual determination. Health insurance plans differ. The judgment about whether your plan is better than your spouse's plan must be weighed carefully. Secondly, Blue Cross/Blue Shield has provided an additional benefit to families who have both spouses covered by separate family insurance. This is known as "coordination of benefits." In order to decide whether you may want to participate in this incentive plan, you must judge whether the "coordinated benefits" feature you now possess is probably necessary or unnecessary in your family situation.

7. **What is the "Coordinated Benefits" feature?**
Under any Blue Cross/Blue Shield plan, there is a possibility that the major medical deductible that must be paid by an insured, in certain cases, may be partially picked up by Blue Cross/Blue Shield in cases where there are two family members with coverage.

8. **If an employee waives coverage, may he/she re-enroll during the year?**
Yes, but only at the open enrollment periods. An employee must sign up by October 1st for a November 1st enrollment and must sign up by April 1st for a July 1st enrollment.

9. **What if an employee waives coverage, then needs coverage during the year?**
As part of the agreement between the parties, the Board will fully reimburse any employee for coverage until he or she can be re-enrolled in our plan. Blue Cross/Blue Shield of New Jersey offers individual coverage to any person at any time of the year. The noncovered employee would enroll in the "Comprehensive Blue Cross" or "Modified Blue Cross", whichever is applicable, Series 14/20 Blue Shield, Rider J and Major Medical plan. This plan differs in very minor ways from the District's plan. It would be the employee's obligation to inform the District of pending loss of coverage. We will assist with necessary forms to begin individual Blue Cross/Blue Shield coverage.

10. **If an employee re-enrolls during the year, will he/she receive the incentive payment?**
No.

11. **If an employee waives coverage for an entire November 1st through October 31st period, may he/she re-enter the plan on the next enrollment date?**
Yes. See 8. above. The Business Office will remind employees who have waived coverage of this requirement in early September and March, respectively.

12. **When do employees receive their incentive payment?**
Payment will be made about October 31st in a separate check. Because of IRS withholding and other laws, some deductions must be made at that time.

13. **Is there any way to avoid paying taxes on this payment?**
While we can't avoid withholding monies, there is a way to shield such money from U.S. taxes. We suggest employees consider using the

payment to begin or add to an IRA account. Working spouses can place up to \$2,000 each per year in such an account. The amount deposited and the interest earned is free of United States taxes until it is withdrawn. (Employees should consult IRA sources such as banks or investment counselors for further details). Employees could also take advantage of the current tax-sheltered annuity plan made available through payroll deductions.

14. **How does an employee sign up for this Plan?**
Each potentially eligible employee will receive a form from the administration. It will contain a final return date and waiver of coverage and will specify the incentive payment which will be received.
15. **What if the incentive plan begins later than November 1st in the first year of operation?**
In the first year, if the waiver covers less than 12 months, the incentive payment shall be paid proportionately.
16. **How long will this plan exist?**
For the duration of this contract. Specific contract language will be drafted to make the clause self-expiring at the conclusion of this contract unless both parties agree to continue the plan.

LOCAL UNION OFFICERS

William J. Ernst President
Antonio J. Gouveia Vice-President
Susan A. Resch Secretary-Treasurer
Elaine K. Swindell Recording Secretary

SECTION COMMITTEE

Leroy Walsh Chairman
Ellen Allaire Recording Secretary
Norma Reed Transportation Rep.
Georgiana Lashek Cafeteria Rep.
Lee Collins Maintenance/Custodial Rep

INTERNATIONAL OFFICERS

John E. Lawe Int'l. President
George Leitz Exec. Vice-President
Michael T. O'Brien Int'l. Representative

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